



Carlos Jackson
Executive Director

**COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles**

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Gloria Molina
Yvonne Brathwaite Burke
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich
Commissioners

November 1, 2005

Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE A COMMUNITY DEVELOPMENT BLOCK GRANT REIMBURSABLE
CONTRACT AMENDMENT WITH CENTURY VILLAGES AT CABRILLO, INC. (4)
(3 Vote)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve a Community Development Block Grant (CDBG) Reimbursable Contract Amendment with the Century Villages at Cabrillo, Inc., presented in substantially final form, to increase the contract amount by \$50,000, from \$1,000,000 to \$1,050,000, and to extend the time of the contract through March 31, 2006, to construct a new and expanded facility for the Mary McLeod Bethune Transitional Center for Homeless Students, using CDBG funds allocated to the Fourth Supervisorial District, to be effective following approval as to form by County Counsel and execution by all parties.
2. Instruct the Executive Director of the Community Development Commission, acting as agent for the County of Los Angeles, to execute one copy of the attached CDBG Reimbursable Contract Amendment and all necessary amendments thereto.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The CDBG Reimbursable Contract Amendment will allow the Century Villages at Cabrillo, Inc. to continue with construction of the facility for homeless students within the Fourth Supervisorial District.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The proposed CDBG Reimbursable Contract Amendment will be funded with a total of \$50,000 in CDBG funds allocated to the Fourth Supervisorial District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Century Villages at Cabrillo, Inc., a non-profit organization, is the development entity for Century Housing Corporation. As part of the agency's effort to assist the homeless, it has leased the Mary McLeod Bethune Transitional Center for Homeless Students, and its support facilities, to the Long Beach Unified School District, which operates the center.

The agency is constructing a new and expanded facility that supports the center. The new 6,000 square foot building includes: classroom space; restrooms with shower facilities; storage areas for donated materials and educational supplies; a parental education center; kitchen and laundry facilities; and playground improvements. Once construction is complete, the Long Beach Unified School District will continue to operate the center.

On March 30, 2004, your Board approved \$1,000,000 in CDBG funds allocated to the Fourth Supervisorial District for personnel expenses; non-personnel costs for design, architectural, engineering, and consulting services; environmental permits and fees; and capital costs for building construction and site work related to the project. The project has been administratively amended once. The Century Villages at Cabrillo, Inc. requires an additional \$50,000 to accommodate change orders related to the increased costs of building materials based on received bids and a time extension through March 31, 2006 in order to complete the project. The project is located at 2001 River Avenue, in the City of Long Beach.

Should the Century Villages at Cabrillo, Inc. require additional or replacement personnel during the term of the contract, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Program who meet the minimum qualifications for the open positions. Century Villages at Cabrillo, Inc. will contact the County's GAIN/GROW Division for a list of participants by job category.

The minority and female composition of the Board of Directors and staff of Century Villages at Cabrillo, Inc. is provided with this letter as Attachment A.

The attached standard CDBG Reimbursable Contract Amendment is being presented in substantially final form, and will be effective following approval as to form by County Counsel and execution by all parties.

ENVIRONMENTAL DOCUMENTATION:

Pursuant to 24 Code of Federal Regulations, Part 58, Section 58.35 (b)(3), this project is excluded from the National Environmental Policy Act, because it involves activities that will not alter existing environmental conditions. It is exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines 15301, because it involves no expansion of use beyond what currently exists and does not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT PROJECT:

The project meets the HUD national objective of serving at least 51 percent low- and moderate-income persons, and will provide an expanded transitional center and services for homeless students.

Respectfully submitted,

CARLOS JACKSON
Executive Director

Attachments: 2

ATTACHMENT A

COMMUNITY DEVELOPMENT BLOCK GRANT REIMBURSABLE CONTRACT AMENDMENT WITH CENTURY VILLAGES AT CABRILLO, INC.

Participation of Minorities and Women

Board of Directors

Total: 10
3 Minorities
3 Women
30% Minority
30% Women

Employees

Total: 56
29 Minorities
36 Women
52% Minority
64% Women

The Commission encourages the participation of minorities and women in the contract award process including: providing information about the Commission at local and national conferences; conducting seminars for minorities and women regarding the Commission's programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations which represent minorities and women. The above information has been voluntarily provided by the Century Villages at Cabrillo, Inc.

The recommendation to approve the CDBG Reimbursable Contract Amendment with the Century Villages at Cabrillo, Inc. is being made in accordance with federal regulations, and without regard to race, creed, color, gender, religion or sexual orientation.

**COUNTY OF LOS ANGELES
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
REIMBURSABLE CONTRACT
AMENDMENT NUMBER 2**

Project Title: **Mary McLeod Bethune Transitional Center for Homeless Students**

Project Number: **600635-03**

CONTRACT NUMBER: **101417**

THIS AMENDMENT TO CONTRACT made this ____ day of _____ 2005, by the County of Los Angeles, hereinafter called the "County," acting by and through the Community Development Commission of the County of Los Angeles, and the **Century Villages at Cabrillo, Inc.**, hereinafter called the "Operating Agency."

WITNESSETH THAT:

WHEREAS, the County and the Operating Agency previously entered into a Community Development Block Grant Program Reimbursable Contract, Contract Number **101417**, Community Development Project Number **600635-03**, dated **March 6, 2004**; and amended **June 30, 2005**;

WHEREAS, County and Operating Agency desire to amend said Contract in order that Operating Agency may better implement the project.

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties agree that said Contract Number **101417** be amended as follows:

1. **Exhibit A has been amended to show the following changes: Activity Summary Section and Cost Category Section (Capital Outlay Section increased from \$878,433 to \$928,433).**
2. **Section 2, Time of Performance, is amended to show a completion date of: March 31, 2006.** An amended Exhibit A, Project Description and Activity Budget, is attached hereto and incorporated herein, and substituted in its entirety for the previously attached Exhibit A.
3. All other terms and conditions of said Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the County and the Operating Agency, through their duly authorized officers, have executed this amendment as of the date first above written.

COUNTY OF LOS ANGELES

CENTURY VILLAGES AT CABRILLO,
INC.

Operating Agency

By: _____
CARLOS JACKSON, Executive Director
Community Development Commission
of the County of Los Angeles

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO PROGRAM:

RAYMOND G. FORTNER, JR.
County Counsel

CARLOS JACKSON, Executive Director
Community Development Commission
of the County of Los Angeles

By: _____
Deputy

By: _____
Director, CDBG

Community Development Commission County of Los Angeles Project Description and Activity Budget

Contract No. 101417

Version 2

PROJECT**OPERATING AGENCY**

Project No.: 600635-03 Title: Mary McLeod Bethune Transitional Center for Homeless Students Funding Period: From 3/6/04 To 3/31/06 Jurisdiction: 4th District	Organization Name: Century Villages at Cabrillo, Inc. Type: CBO CDC Program Mgr: Greg Jordan
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Project Administration

Peter Postlmayr, Project Manager
 Century Villages at Cabrillo
 2001 River Avenue
 Long Beach, California 90810
 (562) 388-8191 phone
 (562) 388-8199 fax
 ppostlmayr@cantwell-anderson.com

Eligibility Summary

Funding Source: CDBG
 HUD Code: 03C Homeless Facilities (Not Operating Costs)
 Eligibility Citation: 570.201(c)
 National Objective: LMC Low/Mod Limited Clientele
 Nat. Objective Citation: 570.208(a)(2) (A)
 Est. Accomplishments: 1 Performance Indicator: Public Facilities

Activity Summary

This is a new project. The purpose of the project is to construct and expand facilities to support the Mary McLeod Bethune Transitional Center (Center) for Homeless Students. The project will provide the following facilities: classrooms, restrooms with shower facilities for the students, storage area for donated items such as clothing and educational supplies, and kitchen serving facilities to provide hot meals regularly to students, and a laundry facility.

CDBG funds will be used to pay a portion of the Personnel salary and benefits (not to exceed 2% or \$20,000) for the following: Project Manager, Controller, and Accountant II. Non-personnel costs for design, architectural, engineering, consulting services, environmental, DSA required inspections, reproduction costs, bid advertisements, mailing and delivery costs, permits and fees. CDBG funds will also pay capital costs for building and site construction. In general but not limited to: lead-based paint testing and abatement, asbestos testing and abatement, demolition costs, debris removal, foundations, constructing onsite utilities and services, general site improvements, building pads manufactured buildings for; 2 classrooms, restroom and administration buildings; repair of existing metal storage shed, exterior lighting, clock system, voice communication, automatic fire alarm, intrusion detection system, video outlets and data system improvement for the manufactured buildings and a pre-approved lunch shelter. All temporary security and safety measures to accommodate the construction including temporary power, restroom facilities and monthly use charges shall be followed. Work also includes, but is not

limited to erosion control, surveying, grading, trenching, earth backfill, compaction, moving soil stockpile(s), rock removal, soil preparation, utility construction and connections (electrical, gas, water, sewer, storm drain, telephone,) site electrical, landscaping, irrigation, permanently affixed play/sports equipment, paving, fencing, sports courts, sports field, walkways, driveways, curbs, gutters, ramps, railings, striping, utility & trash enclosure construction, selected electrical improvements to manufactured buildings and signage.

Special Conditions

PREVAILING WAGE REQUIREMENTS: The Operating Agency is advised that the prevailing wage requirements of the Davis-Bacon and Related Acts and the Federal Labor Standards Provisions apply to all construction activities and demolition in conjunction with construction comprising \$2,000 or more in cost. These prevailing wage requirements also apply to contracts for the rehabilitation of residential property when the contract contains eight (8) or more housing units at the site of construction. The Operating Agency must notify the CDBG Labor Compliance Officer/Specialist of the date, time, and location of the Pre-Construction Conference at least 10 calendar days in advance.

TEN PERCENT RETENTION: CDC will retain ten percent (10%) of the CDBG contract amount for this project until a Contract and Labor Compliance File Review of the Labor Standards Enforcement File is completed and a clearance letter is issued. The Operating Agency must request a Contract and Labor Compliance File Review by the CDBG Labor Compliance Officer/Specialist at least 30 calendar days prior to the anticipated completion of construction activities.

The Operating Agency is advised that ten percent (10%) of the total construction contract award be retained by the Operating Agency to allow for the availability of funds to remedy all outstanding monetary liability that can result from the violation of this contract, the Davis-Bacon and Related Acts, and Federal Labor Standards Provisions.

SECTION 3 REQUIREMENTS: The Operating Agency is advised that a training and employment opportunity program for low- and very low-income individuals must be implemented in conjunction with all construction projects with contracts in excess of \$100,000, when the amount of Federal assistance to the Operating Agency exceeds \$200,000 in order to meet the requirements of Section 3 of the Housing and Urban Development Act of 1968. The Operating Agency is required to conduct a Section 3 Pre-Bid Meeting for all interested bidders to review the construction contract program requirements applicable to the project. The Operating Agency is required to contact the CDBG Labor Compliance Officer/Specialist of the Community Development Commission (CDC) at least 10 calendar days prior to the Section 3 Pre-Bid Meeting to arrange for their participation.

The Operating Agency must ensure that each contractor that is awarded a construction contract based on Section 3 qualification provides a "Section 3 Compliance Report" with the final Certified Payroll Report. The Operating Agency must compile and submit reports on Section 3 accomplishments to CDC as directed by CDBG Bulletin.

LABOR STANDARDS ADMINISTRATION AND ENFORCEMENT: To meet minimum program requirements, the Operating Agency must provide its CDBG Program Manager with any updates to the Construction Schedule within 10 calendar days of any change. The contract award must be documented by:

- *Providing the CDBG Labor Compliance Officer/Specialist with a copy of the "Agency Report of Contract Award" within 10 calendar days of awarding any contract or subcontract involving construction activity;
- *Providing the U.S. Department of Labor (DOL) Office of Federal Contract Compliance Programs with a written "Notice of Contract Award" within 10 calendar days of awarding a contract in the amount of \$10,000 or more; and
- *Providing the "Contract-Subcontract Activity Report" as directed by CDBG Bulletin.

The Operating Agency must also establish and maintain a Labor Standards Enforcement File for each contractor working at the project site in accordance with the CDBG Contract and Labor Compliance Guidelines. The Operating Agency must:

- *Actively monitor the project site on a continuous basis to conduct Employee Field Interviews with workers;
- *Document all posting requirements and ensure that postings are accessible to workers;
- *Ensure that all contractors working at the project site submit all compliance documents within 10 calendar days of contract award;
- *Ensure that all contractors submit weekly Certified Payroll Reports within 10 calendar days of the pay period ending date; and
- *Ensure that a Certified Payroll Report is submitted for each week that work is performed.

All weekly Certified Payroll Reports must be reviewed by the Operating Agency for completeness and accuracy upon receipt. The Operating Agency's review must include:

- *Reconciliation of all Employee Field Interviews with each contractor's weekly Certified Payroll Report;
- *Assurance that all documents supporting "other" deductions and "apprentice" status letters is attached to the corresponding contractor's weekly Certified Payroll Report.

In the event of a discrepancy, the Operating Agency must suspend or withhold payment as allowed by law and in accordance with the

contract between the Operating Agency and the prime contractor. The Operating Agency must also notify the prime contractor in writing within 10 calendar days of the discovery of such a discrepancy. This written notification must:

- *Provide a detailed description of the discrepancy, including all necessary support documentation;
- *Outline the required corrective action;
- *Notify the contractor of their right to appeal;
- *Require the prime contractor to respond to the notification within 10 calendar days of its receipt; and
- *Inform the prime contractor that failure to sufficiently resolve the discrepancy within 10 calendar days, as detailed in the corrective action required, will lead to the Operating Agency suspending or withholding payment, as allowed by law and in accordance with the contract between the Operating Agency and the prime contractor.

In the event of a labor violation, the Operating Agency must:

- *Provide the CDBG Labor Compliance Officer/Specialist with a "Report of Violation" within 10 calendar days of the date of the discovery of any violations involving underpayments to workers as outlined in the CDBG Contract and Labor Compliance Guidelines;
- *Provide the CDBG Labor Compliance Officer/Specialist with an "Enforcement Report" (29 CFR 5.7) within 30 calendar days of the disposition date for each labor violation that involves underpayments to workers in the amount of \$500 or more for willful violations or unintentional underpayments of \$1,000 or more as outlined in the Federal Labor Standards Provisions;
- *Provide CDC with a "Semi-Annual Labor Standards Enforcement Report" summarizing all labor violation enforcement activities for the year as directed by CDBG Bulletin.

PENALTIES: Failure by the Operating Agency to comply with this contract will result in a written notification from CDC that the Operating Agency is subject to one or more of the following penalties, including but not limited to:

- *Suspension of payment of contract funds;
- *Withholding of contract retention funds; and
- *Termination of Contract.

SANCTIONS: Failure by the Operating Agency to comply with this contract will result in a written notification from CDC that the Operating Agency will be subject to consideration for placement on one of the following HUD sanction lists:

- *Limited Participation List;
- *List of Parties Excluded from receiving Federally Assisted contracts.

Per NESHAP (40 CFR Part 61), Cal-OSHA Rule 1529, and South Coast AQMD Rule 1403, the operating agency is required to test the work area for asbestos containing materials (ACM) in structures built before 1980. If ACM is identified, then removal, disposal, and/or handling of the materials shall be conducted by a certified asbestos contractor in accordance with applicable regulations. Suspect asbestos containing materials include flooring materials, wall materials, ceiling materials, and roofing materials.

Per 24 CFR 35: Lead-Based Paint Poisoning Prevention in Certain Residential Structures: the operating agency is required to provide (where appropriate) notification, evaluation and reduction of lead-based paint hazards in Federally owned residential property and housing receiving Federal financial assistance for structures built before 1978. The operating agency shall maintain appropriate records to indicate compliance with this regulation on a property-by-property basis. Projects that are not exempt must comply with the regulation and follow procedures based on the funding amount for each project.

The Operating Agency must maintain payroll and time attendance records signed by the employee and approved by the supervisor. Time distribution records must reflect total work time on a daily basis by program and/or funding source, as applicable.

The Operating Agency will comply with procurement standards outlined in, 24 CFR, Part 84, Section 84.44, entitled Procurement Procedures, for the purchase of all goods and contracted services using CDBG or ESG funds.

The Operating Agency is responsible for monitoring the activities of the subrecipient for program implementation, compliance with federal and county financial requirements, including the requirements specified under "Retention of Financial Records," and compliance with all other applicable regulations.

The Operating Agency shall maintain during the term of this Contract and for a period of four (4) years after the expiration of the contract complete and adequate financial records and accounts as considered necessary by the Community Development Commission (CDC) to assure proper accounting for all program funds and to support all program expenditures. These records and accounts shall include, but not be limited to, the following:

- * A double-entry General Ledger that supports the costs charged to the CDBG or ESG Program;
- * Records documenting procurement of goods and services;
- * Contracts for goods or services;
- * Lease or Rental Agreements;
- * Invoices;
- * Billing Statements;

- * Cancelled Checks;
- * Timecards signed by employees and supervisors;
- * Personnel Authorization Records;
- * Payroll Registers;
- * Payroll Tax Records;
- * Bank Statements;
- * Bank Reconciliations; and
- * Documentation to support the allocation of costs.

The Operating Agency shall execute a professional services agreement with each consultant/contractor prior to incurring any costs or distributing any CDBG or ESG funds, in compliance with federal contractual requirements.

The Operating Agency shall submit adequate financial documentation to support the program expenditures reported in the monthly CDBG Funding Request forms. The financial supporting documentation will include contracts for goods or services, evidence of procurement, lease or rental agreements, invoices, billing statements, cancelled checks, timecards signed by employee and supervisors, payroll registers, payroll tax records, bank statements, bank reconciliations, a detailed General Ledger that supports the costs charged to the CDBG program, and an approved cost allocation method for indirect costs charged. Failure to submit the necessary supporting documentation will result in the disallowance of costs.

The Operating Agency must maintain the use of building for a period of no less than five (5) years. If the Operating Agency changes the use of or disposes of the property, the CDBG or ESG Program must be reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property

The following special conditions/environmental mitigation measures must be included in the project contract and later implemented as part of the project scope to alleviate adverse environmental impacts. The environmental clearance is conditioned upon the implementation of all special conditions/mitigation measures:

1. Hazards and Nuisances, Including Site Safety. Both asbestos-containing materials (ACM) and lead-based paint (LBP) were discovered on the exterior of the former laundry facilities building on the project site. Removal, disposal, and/or handling of ACM and LBP in conjunction with the demolition of the laundry facilities building shall be conducted by a certified ACM and LBP contractor and in accordance with applicable regulations.
2. Historic, Cultural, and Archaeological Resources. Archaeological resources are not known to be on the project site. However, in the event that archaeological resources are unearthed during project construction, all earth disturbing work within 50 meters of the find must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabrielino/Tongva representative should monitor any mitigation excavation associated with Native American materials. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that further disturbance shall not occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.
3. Additional Modifications. Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of the County of Los Angeles. Any modifications must continue to satisfy the requirements of NEPA and CEQA, as determined by the County.

Contracted Services/Subrecipients

The Operating Agency will procure for professional services using the public bidding process.

Funding Summary

Formula Grant Funding

<u>Cost Category</u>	<u>Amount</u>
Personnel	\$20,000
Non-Personnel	\$101,567
Capital Outlays	\$928,433
Total	\$1,050,000

Leverage Sources

<u>Source</u>	<u>Amount</u>
Other Local	\$50,000
Other Private	\$15,000
Total	\$65,000

Implementation Schedule

Phase	Scheduled	% Complete
Submit Bid Document	8/1/05	0%
Bid-Opening	9/6/05	8%
Contract Award	9/29/05	10%
Construction Completed	3/31/06	96%

Name: Mary McLeod Bethune Transitional Center**Address:** 2101 San Gabriel Ave**City:** Long Beach**ZIP:** 90810**Service Area**

<u>Region</u>	<u>Population</u>	<u>Low/Mod Pop</u>	
District 4	1,858,502	677,736	
Grand Total:	1,858,502	677,736	36.47% Low/Mod